



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 4.c

Meeting Date: November 2, 2020

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Paul A. Jensen

Prepared by: Paul Jensen (RB, AMG)
Community Development Director

City Manager Approval: _____

JS

TOPIC: AGREEMENTS FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES

SUBJECT:

1. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MIG, INC. FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000;
2. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH M-GROUP FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolutions.

BACKGROUND:

Over the past year, two highly skilled planners in the Community Development Department (CDD) left the City, one retired and the other left for another job. CDD rehired one of the positions with an entry-level planner. The other position remains unfilled due to the hiring freeze currently in effect, which was implemented to address a projected \$11.8 million deficit due to an economic downturn caused by COVID-19. For the past year, the City has been working with two consulting firms, M-Group and MIG, Inc., for on-call services to fill the short-term gap that has been created by the loss of the two full-time planners. Both firms have demonstrated through prior work for the City that they have staff with the ability to deliver high quality services as on-call land use and environmental planners.

ANALYSIS:

Although the CDD is short staffed, the construction industry remains active and CDD continues to experience a high volume of requests for permit services. For instance, in the past six months, the Planning Division received over 160 new land use entitlement applications. In addition, CDD has been working on a number of long-range planning projects, including work on Housing related policies, sea level rise, and the General Plan update/Downtown Precise Plan.

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

Because of the complexity and amount of time involved in analyzing land use and environmental review applications, CDD is often in need of assistance from land use and environmental consulting firms to provide guidance on the CEQA process and to prepare the necessary land use and environmental documents. In recent years this task has become difficult in that firms will often have limited availability and are only able to commit to a limited number of hours and for short period of time which is often insufficient to meet our needs.

Staff is seeking to retain on-call planning and environmental consulting services from two firms; each with a total contract amount not to exceed \$100,000. This approach will allow staff to request assistance from either of the two firms as needed on a project by project basis. The CDD Director will review and approve each individual project scope of work and cost estimates, as they are needed. Copies of the Professional Services Agreements along with associated cost estimates are attached.

FISCAL IMPACT:

The total amount of the combined not-to-exceed agreements is \$200,000. These funds are appropriated as part of the Fiscal Year 2020/21 budget for CDD (general fund). In addition, since these services are billed at an hourly rate, these expenses are offset by corresponding revenue received for these services.

OPTIONS:

The City Council has the following options:

1. Accept the two proposals for service and authorize the City Manager to execute a Professional Services Agreements ("PSA") with MIG, Inc. and with M-Group;
2. Revise the proposals based on City Council discussion;
3. Continue the matter and request additional information.

RECOMMENDED ACTION:

1. Adopt the Resolution approving the PSA with MIG, Inc.; and
2. Adopt the Resolution approving the PSA with M-Group.

ATTACHMENTS:

1. City Council Resolution authorizing execution of PSA between the City and MIG, Inc. with Exhibit "A": Professional Services Agreement and Scope of Work
2. City Council Resolution authorizing execution of PSA between the City and M-Group with Exhibit "A": Professional Services Agreement and Scope of Work

RESOLUTION NO.

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES
WITH MIG, INC. FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT
SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000**

(Term of Agreement: through July 30, 2022)

WHEREAS, the City of San Rafael has determined that temporary on-call professional planning and environmental services are needed to provide support to the Current Planning Division of the Community Development Department and to prepare necessary land use and environmental documents, on an as-needed basis; and

WHEREAS, on-call professional services are intended to fill temporary gaps in services; and

WHEREAS, at the City's request, MIG, Inc. has submitted a scope of work and proposal for providing day-to-day current planning assistance to the City, including a list of anticipated activities/tasks and the hourly rate for performance of these services; and

WHEREAS, the costs associated with MIG, Inc.'s proposed interim professional services are already budgeted within the Community Development Department (General Fund), and through application and permit processing fees collected from the project developers for cases assigned to the contract planner;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael does hereby approve and authorize the City Manager to execute, on behalf of the City of San Rafael, an Agreement for Professional Planning Services with MIG, Inc. in the form attached hereto as Exhibit A, subject to final approval as to form by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 2nd day of November 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

Exhibit A: Professional Services Agreement between City of San Rafael and MIG, Inc, with Attached Scope of Work

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ON-CALL CONTRACT PLANNING SERVICES TO FILL A TEMPORARY GAP IN
SERVICES IN THE PLANNING DIVISION**

This Agreement is made and entered into this 7th day of October, 2020, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and MIG, INC. (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the San Rafael Planning Division is committed to providing timely and effective planning services to the public; and

WHEREAS, the Planning Division has been faced with the need to reduce staffing level due to economic impacts that have resulted from Covid-19.

WHEREAS, given the current workload of **CITY** staff, the **CITY** has determined that Planing Division is faced with a temporary gap in services and that on-call professional planning and environmental services are needed to supplement existing staffing through temporary assignment of projects on an as-needed on-call basis.

WHEREAS, at the **CITY'S** request, **CONTRACTOR** has submitted a proposal to the **CITY**, to provide on-call contract planning services with the option of using journey level planners as well as experienced contract planners that can be used on a project by project basis. Said proposal is attached to this Agreement marked "Exhibit 1" and incorporated herein by reference; and

WHEREAS, the **CITY** has determined that **CONTRACTOR** proposes a unique on-call approach to contract planning services which would provide the most qualified contract planner at the appropriate level thus providing a cost-effective solution; and

WHEREAS, **CONTRACTOR** has demonstrated through its statement of qualifications and prior work for other cities, on other similar projects and recent work for the City of San Rafael, that it would be able to take on the responsibilities as a Contract Planner to provide on-call professional planning services for the **CITY**.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Alicia Giudice, Principal Planner, is hereby designated the **PROJECT MANAGER** for the **CITY**, and said **PROJECT MANAGER** shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. Scott Davidson is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform as-needed, on-call contract planning services in the Planning Division with the duties as described in Exhibit 1 attached.

CONTRACTOR shall work between 12-20 hours/week, but actual hours worked each week shall be based on the number of hours needed to manage project workload or deadlines for that week as determined by the City.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4 and shall provide **CONTRACTOR** with a work space and materials and information necessary for **CONTRACTOR** to perform the services required by this Agreement.

4. COMPENSATION.

CONTRACTOR shall perform duties and bill for services on a "time and material" basis, as work is needed by **CITY**, at the billing rates as presented in Exhibit "1" hereto, provided that total compensation paid to **CONTRACTOR** pursuant to this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000).

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence on September 1, 2020, and ending on July 30, 2022. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to six (6) months.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure

written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be

performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall

contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval

of the **CONTRACTOR**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR**'S performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY**'S option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. **NONDISCRIMINATION.**

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. **COMPLIANCE WITH ALL LAWS.**

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in

any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY 's Project Manager:	Alicia Giudice, Principal Planner City of San Rafael 1400 Fifth Avenue San Rafael, CA 94901
TO CONTRACTOR 's Project Director:	Scott Davidson, Director of Contract Planning Services 800 Hearst Avenue Berkeley, CA 94710

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the

terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

JIM SCHUTZ, City Manager

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

CONTRACTOR

By: _____

Name: _____

Title: _____

[If Contractor is a corporation, add signature of second corporate officer]

By: _____

Name: _____

Title: _____

Exhibit 1

MIG, INC.

Approach/Scope of Work

MIG will provide on-call and contract planning services by utilizing a team of Project Associates and Senior Planners who will be supervised by a MIG Director (at present Shawna Brekke-Read and/or Scott Davidson).

To ensure appropriate resources are assigned to match project needs, MIG will work with City staff to assign projects to individual planners and oversee their work. Unless otherwise directed by the City, MIG assumes City staff will provide project supervision and quality control for assigned projects. This proposal anticipates MIG contract planners will handle the full array of project review and entitlements. The following lists typical tasks that will be associated with our work:

- Analyze development applications for compliance with the General Plan, Zoning Ordinance, Subdivision Map Act, Design Review Criteria, and other applicable plans, policies, and regulations.
- Compile and analyze data on economic, social, environmental, and physical factors affecting land use and systemic or long-range tools that are available to address development implications.
- Successfully manage projects from submittal to decision in a manner that is consistent with the Permit Streamlining Act, CEQA timeline requirements, and other "shot clock" requirements for housing and telecommunication projects.
- Physical site planning to identify issues and explore alternatives for addressing issues based on a site visit(s).
- Collaborate and work with City staff, the applicant, property owners, community groups, engineers, architects, and stakeholders, to discuss and advise on project issues, explain procedures, and provide interpretations and recommendations.
- Maintain open communication with the designated City Planner, Community Development Department staff, other City departments, divisions or other jurisdictions, and the public.
- Write staff reports, resolutions, ordinances, and conditions of approval for presentation to decision-makers.
- Prepare for and make PowerPoint and oral presentations at public hearings and community meetings.
- Prepare CEQA determinations and/or work closely with on-call CEQA consultants to ensure compliance with CEQA.
- Coordinate condition and mitigation compliance throughout permit review and construction.

MIG will also provide other services as needed, including but not limited to the following:

- Facilitate processing development applications that are at-cost.
- Prepare environmental analyses.

Availability

Staff identified in this proposal will be available to support City needs for the next 6 - 12 months. In aggregate, we expect to be able to provide staffing support comparable to approximately 12 - 20 hours a week during this time frame.

Budget

MIG proposes to provide services on a time/materials (T/M) basis. If needed for individual projects, MIG can prepare a project specific staffing plan, scope and budget estimate for use by the City. Project costs will be based on the following:

Principal	\$210/hour
Project Coordinator	\$170/hour
Senior Planner	\$155/hour
Associate Planner	\$110/hour
Planner	\$90/hour
Administrative Support	\$85/hour

Reimbursable Costs MIG is prepared to provide services at City offices using City equipment and facilities or at MIG offices. To the extent that tasks require MIG employees to produce documents, facilitate communication, or travel, the following costs would be reimbursed as indicated:

- Direct costs or project expenses such as photocopying (large quantity); plotting; and printing (B & W or color) are charged at cost plus 10%.
- The cost of communications including long-distance (excluding cell phones), fax, postage, courier, and other delivery costs are charged at cost, plus 10%.
- Excluding miles associated with commuting to and from San Rafael, the mileage charge for personal auto use will be the currently applicable mileage rate established by the Internal Revenue Service.

RESOLUTION NO.

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES
WITH M-GROUP FOR ON-CALL PLANNING AND ENVIRONMENTAL CONSULTANT
SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000**

(Term of Agreement: through July 30, 2022)

WHEREAS, the City of San Rafael has determined that temporary on-call professional planning and environmental services are needed to provide support to the Current Planning Division of the Community Development Department and to prepare necessary land use and environmental documents, on an as-needed basis; and

WHEREAS, on-call professional service are intended to fill temporary gaps in services; and

WHEREAS, at the City's request, M-Group has submitted a scope of work and proposal for providing day-to-day current planning assistance to the City, including a list of anticipated activities/tasks and the hourly rate for performance of these services; and

WHEREAS, the costs associated with the M-Group's proposed interim professional services are already budgeted within the Community Development Department (General Fund), and through application and permit processing fees collected from the project developers for cases assigned to the contract planner; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael does hereby approve and authorize the City Manager to execute, on behalf of the City of San Rafael, an Agreement for Professional Planning Services with M-Group in the form attached hereto as Exhibit A subject to approval as to form by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 2nd day of November 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

Exhibit A: Professional Services Agreement between City of San Rafael and M-Group,
with Attached Scope of Work

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ON-CALL CONTRACT PLANNING AND ENVIRONMENTAL REVIEW
SERVICES TO FILL A TEMPORARY GAP IN SERVICES**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and METROPOLITAN PLANNING GROUP, a California Corporation also known as the "M-GROUP"(hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the San Rafael Planning Division is committed to providing timely and effective planning services to the public; and

WHEREAS, the Planning Division has been faced with the need to reduce staffing level due to economic impacts that have resulted from Covid-19.

WHEREAS, given the current workload of CITY staff, the CITY has determined that the Planning Division is faced with a temporary gap in services and that on-call professional planning and environmental services are needed to supplement existing staffing through the temporary assignment of project on an as-needed on-call basis; and

WHEREAS, the **CITY** has determined based on past experience that the **CONTRACTOR** would provide the most qualified contract planners at the most efficient cost; and

WHEREAS, at the **CITY'S** request, the **CONTRACTOR** has submitted a proposal dated October 12, 2020 to provide on-call professional planning and environmental planning services to the **CITY**, and said proposal is attached to this Agreement marked "Exhibit 1" and incorporated herein by reference; and

WHEREAS, **CONTRACTOR** has demonstrated through its statement of qualifications and prior work for the **CITY**, as well as other Cities, on other similar projects that it would be able to take on the responsibilities as a Contract Planner for the **CITY**.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Raffi Boloyan, Planning Manager is hereby designated the PROJECT MANAGER for the **CITY**, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. Heather Hines, Principal of M-Group, is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform contract planning services to fill a temporary vacancy in the Planning Division with the duties as described in Exhibit 1 attached, **CONTRACTOR'S** Proposal dated October 12, 2020.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4 and shall provide **CONTRACTOR** with a work space and materials and information necessary for **CONTRACTOR** to perform the services required by this Agreement.

4. COMPENSATION.

CONTRACTOR shall perform duties and bill for services on a "time and material" basis, as work is needed by **CITY**, at the billing rate as presented in **CONTRACTOR'S** 2020 Rate Sheet attached as Exhibit "2" hereto, provided that in no event shall the total compensation paid to **CONTRACTOR** pursuant to this Agreement exceed One Hundred Thousand Dollars (\$100,000).

CONTRACTOR work hours shall be based on the number of hours needed to manage project workload or deadlines for that week.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for 22 months commencing on September 1, 2020 and ending on July 30, 2022. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to six (6) months.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days

written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be

performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall

contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval

of the **CONTRACTOR**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR'S** performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. **NONDISCRIMINATION.**

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. **COMPLIANCE WITH ALL LAWS.**

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in

any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY 's Project Manager:	Raffi Boloyan – Planning Manager City of San Rafael 1400 Fifth Ave. San Rafael, CA 94915-1560
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TO CONTRACTOR 's Project Director:	Heather Hines, Principal M-Group 499 Humboldt St. Santa Rosa, CA 946404
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16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the

terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

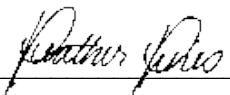
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By: 
Name: Heather Hines
Title: Principal

ATTEST:

[If Contractor is a corporation, add signature of second corporate officer]

LINDSAY LARA, City Clerk

By: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

ROBERT F. EPSTEIN, City Attorney



m-group *a new design on urban planning*

policy planning • urban design • environmental review • historic preservation • community engagement • staffing solutions

October 12, 2020

Raffi Boyolan
Planning Manager
City of San Rafael
1400 5th Street
San Rafael, CA 94901

RE: M-Group Proposal for Planning Staff Support

Raffi,

I am pleased to prepare this letter proposal to renew M-Group's contract with the City of San Rafael. We pride ourselves on ongoing work with our clients to prepare quality work product with flexibility to respond to each jurisdiction's changing needs and timelines. M-Group has provided staffing assistance to the City of San Rafael since 2014 and our team looks forward to continuing that work with you and your staff.

This contract is intended to augment and extend our current contract for staffing support most recently provided by Associate Planner Krystle Rizzi. Under this contract, M-Group will provide professional planning services for development and environmental review projects assigned by the City. More specifically, these services will generally consist of, but not be limited to, the following:

- Review development project materials and environmental technical studies as needed
- Writing of reports, correspondence, findings, and conditions of approval
- Attend meetings with applicants and City staff
- Complete research and make recommendations
- Conduct site inspections
- Attend and presentation at public meetings such as Design Review Board, Planning Commission, and City Council

M-Group will also provide on call environmental review services for project level environmental review. A separate project level budget may be required at the direction of staff for more complex environmental review assignments to ensure full cost recovery capture. These services may include, but are not limited to, the following:

- Expanded justifications for categorical and statutory exemptions
- Consistency analysis
- Initial Studies
- Negative Declarations and Mitigated Negative Declarations
- Environmental Impact Reports
- Project management of environmental analysis
- Peer review of environmental documents and technical studies

Additionally, M-Group may provide professional planning services to assist the City with advanced planning and special projects as requested by the City. These services may include, but are not limited to, the following:

- City initiated zoning updates
- Annual Housing Element Report
- Affordable housing agreements
- Environmental review of City projects
- Public outreach efforts on advanced planning and policy issues

This contract will extend through July 2022. M-Group's 2020 hourly rates are attached and rates will be charged based on the position assigned to a specific project under agreement with the City. These rates shall be subject to review periodically and may change if agreed upon by both parties.

Please let me know if there is anything additional needed at this time. I look forward to continuing to work together.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Hines", written in a cursive style.

HEATHER HINES

Principal

hhines@m-group.us

707.318.6208

M-GROUP

2020 RATE SHEET

M-GROUP STAFF	HOURLY RATE
Admin Analyst Planning Tech	\$80
Assistant Planner Assistant Urban Designer Social Media Coordinator	\$95
GIS Mapping Technician	\$100
Associate Planner Associate Urban Designer	\$125
Environmental Planner Historic Preservation Specialist Public Art Specialist	\$135
Senior Planner Senior Urban Designer Senior Environmental Planner Project Manager	\$145
Principal Planner Principal Environmental Planner Principal Policy Planner Director of Urban Design	\$165
Principal	\$210 - \$260

* Hourly rates are subject to annual adjustment.

* Sub-consultants include a 10% administration fee